



Committee of the Whole Meeting – March 11, 2019 Staff Responses to Council Questions

Before each Committee of the Whole or City Council meeting, questions that have been posed by the City Council relating to the agenda for that evening will be posted to the [City's website](#). Below are the responses to this week's questions.

3. Items of Business

a. Consider Suspending the Rules to Allow Ald. McGowan to Chair This Meeting and Vote on All Action Items on This Agenda.

Q: When will we update our bylaws or ordinances to make item 1 unnecessary?

A: It is anticipated that a proposed revision to both Title 1 and Title 2 of the City Code will be presented later this spring. Rather than just update the one provision that this applies to, we are continuing with a complete review of the code as we indicated we would be doing.

f. Recommend Draft Resolution Authorizing Execution of a Contract with Builders Paving, LLC in an Amount Not to Exceed \$1,010,189.42 for 2019 Street Improvement Program.

Q: Have construction standards for roadbeds been updated subsequent to weather-related heaving (example: Stevens Street and the intersection of Fulton and Third)? Are we obliged to have contractors quote state standards for such construction? Can we demand a more stringent standard that might better withstand temperature extremes?

A: The standard mix designs for both concrete and asphalt change on a regular basis, but the overall design of the roadways remain fairly standard. Pavements are rated by a standard known as Structural Number (shorthand as Dt) which can be found within City Code 12-3-2. How that structural number design can be made can and does vary, but the end result is the same. These numbers are verified through a density reading following final compaction. In addition, the mixes are sampled prior to use and verified by laboratory analysis to ensure that the mix design meets IDOT Standards (also in the City Code).

The issues on Stevens were related to the curing of the concrete patches that were installed as part of the sub-base for the pavement. In essence, the newer concrete had a higher moisture content than the older concrete, so they did not freeze uniformly. This produced a washboard effect. As time has progressed and the newer concrete has continued to cure, those moisture levels have become similar so the washboard is not as pronounced, if noticed at all. On South Third Street, groundwater freezes below the pavement, which causes the pavement surface to distort. Fortunately, this did not happen to the degree it did last year between Campbell and Franklin, but it does occur.

h. Recommend Draft Resolution Authorizing Execution of a Contract with Studio GC in an Amount Not to Exceed \$60,000 for City Facilities Assessment Services.

Q: What is the intent of this project?

A: As stated in the current fiscal year budget document, the objective of the project is to develop a proactive approach to facility management by securing a professional assessment and documentation of the conditions of the main City facilities. The report will prepare an accurate cost estimate for identified repairs/corrective measures and will develop a prioritized schedule to implement these measures. Components will include; building interior/exterior, roof, HVAC, mechanical, fire suppression, electrical, plumbing, ADA compliance, site security/access control, emergency/backup power supply, drainage, material handling (if applicable), landscaping and bulk material storage (if applicable).

Q: Why is one of the deliverables "existing floor plans" also one of the "needs" from the consultant? What information are we seeking from this contract that we cannot provide ourselves from staff?

A: Staff will supply the most current set of facility plans to the contractor. However, these plans may or may not reflect the current facility configuration due to the numerous redesigns of the facilities over the years. For example, air registers/returns, outlets or lighting may have been altered that did not require a full-blown redesign. Therefore, while this information will be utilized as a base map, the consultant will prepare a rendering of the current facilities as they are now in a 3-D format. This updated information will then be utilized to complete their assessment and will also be available to the City as a future reference for routine maintenance, planning and emergency response.

Q: What information are we seeking from this contract that we cannot provide ourselves from staff?

A: The various public facilities range in age from 14 to 107 years old. Many of these facilities have encountered various component failures that have required component replacements, repairs and sometimes even re-construction. Unfortunately, the pace for these repairs has accelerated as the facilities age. Therefore, in order to determine the useful life remaining within these facilities, as well as to develop a comprehensive maintenance program for them, this project will secure a professional services agreement to conduct a facility assessment of the primary City facilities, including but not limited; City Hall, Public Works, Police Department, two Fire Department Stations and Tri-com Dispatch Center. These facilities will be reviewed for ADA compliance, security/access control and extreme weather shelter and recommendations included for future improvements. The final report will then be utilized as a budgetary tool for planning and implementation as resources allow. Since many of these components require professional certification for an accurate assessment (i.e., plumbing, electrical, HVAC and structural), the consultant, who is not a contractor in the trades, will provide a one-stop service to conduct, compile, recommend and prioritize these components for future budget developments.

Q: What do we intend to do with this? Are we creating a facilities maintenance plan?

A: As stated, the goal is to create a city-wide assessment of the existing facilities and then develop both routine maintenance plans as well as a Capital Improvement Plan for repairing, replacing or updating the public facilities to better serve the community.

i. Recommend Draft Resolution Authorizing Execution of a Contract with Saitech, Inc. in the Amount of \$50,250 for FY2018-19 and \$37,254 for FY2019-20 Computer Replacement Projects.

Q: How many computers are we replacing (half? for a certain department)? How old are they? Are users having IT issues or what sort of determination goes into when/why computers are replaced?

A: The City strives to replace computers on a four-year cycle or roughly 25 percent of computers annually, although some of the computers being replaced have been in service for six years. The IT Division

anticipates replacing a total of 67 workstations, laptops, and rugged mobile units throughout the City between now and Feb. 1, 2020. Generally, as the equipment ages, computers require more staff time and greater expense to update and maintain.

k. Recommend Draft Resolution Approving a Redevelopment Agreement: Development Incentive and Reimbursement Agreement Between the City of Geneva and State Street Coffee, LLC for Dunkin at 206 E. State Street.

Q: Nothing has changed here other than the closing date, correct?

A: As stated in the Executive Summary, the agreement remains the same except for the date changes, the corporate name change from "Dunkin Donuts" to "Dunkin" and updated exhibits.

Q: Would Dunkin' share the details relating to the additional environmental investigation that was required by the lender to secure their financing?

A: As we understand, the lender required further verification of tank removal consisting of onsite metal detection and a Phase II. We are not sure if the contract purchaser will share any further details.

Q: Wasn't an environmental study required at a point in time during the City's negotiations with the developer?

A: No. We are aware that the owner worked with the IEPA (Illinois Environmental Protection Agency) to complete remediation efforts in accord with requirements of the Tiered Approach to Correction Action Objectives rules and in 2008, the IEPA issued a NFR (No Further Remediation) Letter. Future site work needs to be in accord with the terms of the NFR letter as regulated by the IEPA.

Q: Since the developer failed to close on the purchase by the agreed upon date in the June 2018 contract, why doesn't this have to go through another Plan Commission review and a public hearing?

A: A Redevelopment Agreement does not require a public hearing and/or Plan Commission review. This is an action for the City Council. This particular property did go through the Plan Commission for a Special Use. This is not what is being considered this evening, that has already been approved. Tonight is only about extending the date in the redevelopment agreement. As such, is only required to go to Council.

Q: What if they fail to close by Sept. 30, 2019 . . . would this warrant another extension for the potential developer?

A: If the developer fails to close on the property by Sept. 30, 2019, they would have to request another extension.

Q: Executive summary - "the agreement requires the closing to occur within 6 months upon advice of the city attorney" What does this mean?

A: The date for the closing in the original agreement coincided with the closing date of the sales contract in place at the time. The new closing contract has a date for closing but circumstances may result in parties agreeing to extend the date. We asked the City Attorney for advice on an appropriate timeframe and were advised to include a 6-month period.

Q: Page 83 is paragraph C true in light of the fact that the Plan Commission and City Council approved the special use?

A: Yes, paragraph C states that "the Parties acknowledge that site modification plans, hereafter known as Dunkin Site and Building Plans, as set our Exhibit B, which are attached hereto, require differing levels

of Plan Commission, City Council and code compliance review including but not limited to Special Use for drive-thru facility." This statement is true as the status of these approvals is not detailed.

Q: What is the reason to include the sentence about the state of disrepair of the property in the agreement? Paragraph B.

A: This statement is part of the Introductory Statement/Findings and establishes a basis for why the City is providing this assistance and why such assistance will help to meet the goals and objectives of the Geneva Fox River Redevelopment Project Area Plan and Project.

Q: Why would the "subject to" timing be extended to Sept. 30 if the closing is currently scheduled for mid-March?

A: The City Attorney recommended that we extend the Agreement for six months in case there are delays with the closing, and the sales contract is extended.

Q: Page 86 - given that the City is offering taxpayer funds to assist in the acquisition of this property (\$70k) and, per the City of Geneva economic incentive policy, the City may negotiate a clawback provision, wherein this revised agreement is a clawback provision?

A: The City is reimbursing a portion of the acquisition funds from tax increment financing (TIF) district dollars and is only providing such funds after construction is completed, a Certificate of Occupancy issued and the owner provides proof of payments. The purpose of this agreement is to secure investment into the property through the transfer of title and the building and site improvements. This will have been completed prior to payment starting so the agreement was not structured with a clawback clause as it was not deemed necessary as there is not a risk that the money will need to be recovered due to lack of performance.

Q: Page 87 - based on the dollar amounts involved, and as there is a cost to calculating and processing payments, why are we not offering to make payments once a year?

A: The City receives the sales tax data from the state every four months. As such, payment is calculated at that interval. To wait and calculate payments annually would require the reconciliation of 12 months of data vs. four months of data. In addition, the City's other sales tax incentive agreements are based on the same schedule.

Q: Page 88 - paragraph VI, additional covenants, given what just happened with the Blackhawk building, why are we not revising this verbiage?

A: Such a change would recast the owner's rights under the agreement. The investment could be greatly inhibited if private-public partnerships were structured in a manner that penalized the future transfer of title. This agreement aims to bring forward significant investment into the property and the operation of a viable business at this location. These goals could continue to be realized after transfer of the property. Impeding an owner's right of disposition of any holding is a deterrent to investment that will impact the end result. As long as the City caps the payout amount and limits the term of the agreement, ownership is not at issue.

Q: What criteria is used to determine our capability to accommodate situations like this (Special City Council)?

A: Whether an item goes to a special City Council meeting is determined on a case-by-case basis. In this particular case, the parties have negotiated a new closing date and, in order to accommodate that date, the request is being brought both at the Committee of the Whole and Special City Council this week.